

EXHIBIT E

B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor Motors Liquidation Company (f/k/a General Motors Corporation)		Case Number 09-50026
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property) Ashraf Elgohary		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number _____ (If known) Filed on _____
Name and address where notices should be sent Ashraf Elgohary c/o Kimmel & Silverman, P.C. 30 E. Butler Ave. Ambler, PA 19002 Telephone number (215) 540-8888		
Name and address where payment should be sent (if different from above) FILED - 46626 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG) Telephone number _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed \$ <u>20,598.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)() _____ Amount entitled to priority \$ _____
2. Basis for Claim <u>Products Liability</u> (See instruction #2 on reverse side)		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
3. Last four digits of any number by which creditor identifies debtor: <u>n/a</u> 3a. Debtor may have scheduled account as _____ (See instruction #3a on reverse side)		
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe _____ Value of Property \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____ Amount of Secured Claim \$ _____ Amount Unsecured \$ _____		
6. Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain _____		
Date <u>11/20/12</u> Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Amy L. Bennecoff, Esq., attorney for Ashraf Elgohary		FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

Motor Vehicle
Retail Order
☐ New ☒ Used
☐ Demo
☐ Rental # 207024

200 Renaissance Blvd Lawrenceville, NJ 08648 superorchevyonline.com
Phone (609) 323-2200 or (800) 923-3680 Fax (609) 219-0221

Superior Chevrolet

CUSTOMER: ASHRAF ELGOHARY DATE: 07/06/07 STOCK NO: P193
ADDRESS: 5502 HUNTERS GLEN DR PLAINSBORO NJ 08536
HOME PHONE: (609) 1520 WORK PHONE: 799-7061 E MAIL:

ENTER ORDER FOR: 2007 CHEVROLET EXPRESS SALES REP: PICCARI, ANTHONY
BODY TYPE: COLOR: WHITE VIN: 1452 SERIAL NO: 16C8G25Y371117652

INTERIOR TRIM COLOR:
Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:
☐ Cash Purchase ☐ Finance Purchase ☐ Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.
IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT TO BE DELIVERED ON OR ABOUT:

Price of Unit: 17000.00
Additional Equipment (options):

SERVICE CONTRACT: 1750.00

IF A SMART BUY OR A SMART LEASE, THE FOLLOWING APPLY:
MONTHLY PAYMENT AMOUNT \$:
TERM: MONTHS:
MILEAGE PER YEAR:
CASH DUE AT DELIVERY \$:
TOTAL PRICE OF VEHICLE: 18750.00

Less Trade-In:
WINDOW TIE-UP (REGISTRATION EXPENSE): \$187.00
Personalization Package: \$250.00
TOTAL TAXABLE AMOUNT: 1912.50
State Sales Tax VTR (with VTR fee): 7.50
Motor Vehicle Tire Fee: \$1.50 per New Tire
NJ Supplemental Tinting Fee: 339.00
Registration Fee (See Paragraph 15 On Reverse Side):
Documentary Fee: \$189.00
NET PAY-OFF ON TRADE-IN:
Customer Incentive:
TOTAL: 20598.00
Deposit: 2000.00
BALANCE IN CASH/CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY: 18598.00

IF A NEW VEHICLE SALE OR LEASE
The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability" based upon dealer's negligence, or otherwise) is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE CHECK APPROPRIATE BOX
☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties either express or implied including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability" based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

OR
☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION
The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

07 06 2007

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)
The undersigned hereby waives the dealer's obligation to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval, unless the cause for the vehicle's rejection is a defect which is "covered" by New Jersey's Used Car Lemon Law (P.L. 1985, Chpt. 373).

07 06 2007

TRADE-IN DESCRIPTION AND ALLOWANCE

Year: Make: Model:
Serial No.: Mileage: 07/06/07
Trade-In Value: Date:
Less Balance Owed:
Net Trade-In Allowance:
Balance Owed to:
Address:
Account No.:
Info. From: Good Thru:
Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

07 06 2007

Customer's Signature: Date:

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy (including all recovery claims and any state or federal claim, that may arise out of or relating to the sale or lease of a motor vehicle) and to submit the arbitration to the American Arbitration Association (AAA) in accordance with its rules of procedure. The parties agree to arbitrate any claim, dispute, or controversy (including all recovery claims and any state or federal claim, that may arise out of or relating to the sale or lease of a motor vehicle) and to submit the arbitration to the American Arbitration Association (AAA) in accordance with its rules of procedure. The parties agree to arbitrate any claim, dispute, or controversy (including all recovery claims and any state or federal claim, that may arise out of or relating to the sale or lease of a motor vehicle) and to submit the arbitration to the American Arbitration Association (AAA) in accordance with its rules of procedure.

Robert Ruch
Certified ASE Master Technician
Automotive Consultant

October 8, 2008

Robert Silverman
Kimmel and Silverman P C

Re. Vehicle Case Report
Ashraf Elgohary v GM

Vehicle:
2007 CHEVROLET EXPRESS G2500
1GCGG25V371117652
CARGO VAN 4 8L V8 MPI
REAR WHEEL DRIVE

Mr. Silverman,

I have reviewed purchase contracts, photos, Carfax, warranty information, and investigative Police report regarding this vehicle. After carefully reviewing the service records, and summarizing the available information, I have concluded the vehicle was delivered pre owned and under the balance of the 3/36 GM warranty. It shortly after went into a major heat event and was a total loss

Background:

07/06/07 at 11,453
Vehicle purchased pre owned from Superior Chevrolet The total vehicle price including tax less finance is \$20,598 00

08/11/07 (Sign Art)
Van decal multi colors and logo two sides and back

08/15/07-11,878 miles (Oil Well)
Perform routine maintenance

09/28/07-15,087 miles
Perform routine maintenance

10/30/07-18,148 miles
Perform routine maintenance

01/02/2008

The vehicle was operating fine and while driving smoke began entering the vehicle through the dashboard. Vehicle subsequently caught on fire and quickly became entirely engulfed into flames. Mommoth county fire department responded and fire marshal responded. The vehicle fire at that point was extinguished.

*Taken from police report along with client interview

04/25/08 at 21,000 miles

Vehicle noted salvage / Total loss

Conclusions/Opinions:

This vehicle was purchased new and operated normally until on 01/02/2008. Based on my review of the documents at this point the vehicle began having conditions of smoke from the driver instrument cluster. The vehicle quickly went up into flames. After speaking to the owner/driver and examining the numerous detailed photos of the vehicle it is my opinion this vehicle malfunctioned in the left front area under the hood, quickly went into major heat event and became total loss.

Based on my careful review of the color photos taken of the vehicle the vehicle ignited and went into a heat event. Highest amount of heat was in the left front. I also noted the vehicle was used as commercial vehicle for the installation and repair of garage doors. The owner reported no aftermarket parts on the vehicle relating to the wiring or electrical system in this area. I also after looking at the numerous photos did not see any aftermarket parts or alterations on this vehicle that would be associated with a heat event/fire as this

In sum the vehicle was a total loss due to a major heat event that started while the vehicle was being operated in normal manner. The vehicle was not reported to have any symptoms of this prior to this major heat event that would give warning this would have occurred. The only time this vehicle was even in the shop was when it had oil changes. After looking at this type, time, mileage, and location of fire I would rule out the oil changes as having any influence or bearing on the heat event. Therefore I can only conclude the vehicle had a malfunction in this left front area underhood area that would have been a covered warrantable part (workmanship and/or material). This system was that which caused the vehicle heat event was the catalyst resulting in the loss.

Due to the major heat event the vehicle was a clearly a total loss and repairs would certainly far exceeded total purchase price of the truck and therefore it was considered a total loss.


The total purchase price less tax and finance was noted as \$20,598 00. In my opinion this vehicle heat event was not due to any causes of the driver and therefore should not have caused him to have the 100% loss of the vehicle.

The measure of damages in this case calculated is the difference in value at the time and place of acceptance between the product as warranted and the product as received. The diminution (difference) in value of this vehicle, as warranted and as delivered is equal to no less than 100% or a full refund of purchase price.

I render this opinion to a reasonable degree of certainty based on my many years of extensive new vehicle dealer auto truck repair experience, certified electrical diagnosis, ASE Master Technician, certified L1 advanced engine performance specialist, and experience buying, selling, appraising, and trading in over 7,700 vehicles for new and used vehicle dealers. I am also a certified professional vehicle damage estimator.

I reserve the right to supplement and amend my report based on any other additional information or repair invoices that becomes available.

Respectfully submitted,


Robert Ruch



EXPERIENCE

March 1988- March 2003

Southampton, PA

John Kennedy Auto Group Chevrolet, Geo, Ford

GM Certified Technician-ASE Master Technician

- ☐ Responsible for overseeing, performing, invoicing New Car Warranty Repairs for 15 years
- ☐ Inspected used cars (Foreign and Domestic) for trade in order to determine value and/or potential profit margin for dealership both wholesale and retail
- ☐ Responsible for managing Used Car Department (Foreign and Domestic), included technical diagnosis, job pricing, body repair pricing, overall retail sales procedures
- ☐ Wrote and invoiced warranty repair orders / Auction vehicle checkout
- ☐ Repairing and restoring used vehicles for retail sales and wholesale
- ☐ Responsible for in house as well as sublet repairs including diagnosis and repair of water leaks, Diesel engine repairs, and transmission rebuilding/replacement
- ☐ Determined vehicle history and capable to repair vehicles per warranty standards
- ☐ Worked Warranty flat rate pay system
- ☐ Estimated warranty repairs (repair vs. replacement)
- ☐ Acted as a liaison for new/used dealer sales for Values on Used Vehicle Trade in on more than 10 vehicles a week for 14 years (over 7,000 vehicles)

March 2003- August 2003

Doylestown, PA

Fred Beans Auto Group Cadillac, Pontiac, GMC, Buick

GM Certified Technician-ASE Master Technician

- ☐ Responsible for overseeing, performing, invoicing New Car Warranty/ Cash Repairs
- ☐ Responsible for managing Used Car Department, included technical diagnosis, job pricing, and overall retail sales procedures
- ☐ Responsible for providing structuring Estimates, Appraisals on Vehicles, Buy backs, and GM factory TSBs, recalls, and updates on product line.
- ☐ Master ASE Technician, responsible for a full range of car and truck repairs under flat rate system.
- ☐ Inspected used cars (Foreign and Domestic) for trade in order to determine value and/or potential profit margin for dealership both wholesale and retail

1993 – 2003

C&W Auto - Used Vehicle Sales

Hatboro, PA

Responsible for Pa. Dealer license for Buying, Selling and Appraising Used Vehicles, including Motorcycles, off road motorcycle equipment, and related pleasure-craft. In depth knowledge of buying and resale of used vehicles in regards to season, trends, and market changes. Bought, Sold, and Appraised more than 750 vehicles for C&W vehicle sales

1999 – Present

Dennis Roggio - Used Vehicle Sales

Huntingdon Valley, PA

Vehicle evaluator for Buying, Selling and Appraising Used Vehicles, including Motorcycles, off road motorcycle equipment, and related pleasure-craft. In depth knowledge of buying and resale of used vehicles in regards to season, trends, and market changes. Bought, Sold, and Appraised more than 265 vehicles for Roggio vehicle sales

August 2003 – Present

Automotive Expert, Investigator, and Vehicle Appraiser

- Review dealership and vehicle records involving the Sales, Finance, repairs process
- Assist attorneys at Kimmel & Silverman, insurance company adjusters, and other law firms by investigating, inspecting, evaluating cases for Warranty coverage, Breach of Warranty, Unfair Trade, Lemon Law, and Dealer Fraud Cases/ Provide testimony at Arbitrations, Trials, and Depositions, Issue reports on my findings including diminution in value

- Admitted to testify in an expert witness capacity by courts in automobile, truck, and motorcycle (pleasure craft) industry cases This included State and Federal courts in Pennsylvania, New Jersey Superior Court, Massachusetts Superior Court, and Delaware Superior Court Maryland District Court and Maryland Circuit Court

EDUCATION

- | | |
|------|--|
| 1988 | Penn State University |
| | □ Mechanical Engineering |
| 1990 | Bucks County Community College |
| | □ Criminal Justice/Business Management |
| 2006 | Penn Foster College |



INTERESTS

Collecting, restoring, and racing Classic Automobiles, including Corvettes, Chrysler (Mopar), and Fords in the last 23 years, I have successfully fully restored 30 Antique Classic Cars I also have owned, repaired, evaluated, and sold more than 58 motorcycles (Foreign & Domestic) not for litigation purpose

CERTIFICATIONS

1994 -2009	National Institute for Automotive Service Excellence Certified Master ASE Technician. ASE Mater Testing includes. Engine Repair/Engine Performance Electrical/Electronic Systems/Brakes/Heating and Air Conditioning, Suspension and Steering/Manual Drive Train and Axles Automatic Transmissions. ID # KY1KR7RM7
1997- 2009	ASE Master Advanced L1 certified in electronics and emissions
2006-2008	Society of Automotive Engineers (SAE) ID # 6121226327
2008	Senior Project Mentor for Auto Repair and Sales/Germantown Academy
2005	Certified Professional Vehicle Estimator/ Vale National Training Center
2006	Motorcycle Repair Technician/Penn Foster College
2005	Certified in the Motorcycle information and Safety Rider Course
1993- 2003	Auction Purchaser, Appraiser, and Seller for C&W used vehicles
2004	GM certified on body structure and frame repair procedures
2003	GM vehicle Vibration Correction courses
2002	TECH 2 Electronics diagnosis (GMICT/Medium Duty Truck) course
2001	Certified in Allison and GM Automatic Transmissions repair procedures
2001	Certified in ZF Manual Transmission repair procedures
2000	Certified in Medium Duty Truck diagnostics and repair
1989- 1999	GM STG Service Technology Group Training Center, completed testing
1996- 2003	Certified in GM Used Car Program (Foreign and Domestic)
1997	GM Certified Corvette Engine Mechanical/GEN III
1997- 2009	Pennsylvania Notary/Member of the PA. Association of Notaries
1999	Certified in GM Theft Deterrent Systems
1999	Certified Chevrolet Pass Key/Passlock Security System Systems
1999	Electronics Strategy Based Diagnosis course
1998	GM Automatic 4 wheel/AWD Course
1997	General Motors Auto/Light truck Anti Lock Brake Course
1996	GM Auto/Light truck SIR vehicle inflatable restraint system Course
1996	GM Specialized Electronics Training (SET)
1993	Certified GM V8 engine Mechanical Course
1993	Received GM Advanced Electronics Award
1990	Certified Pennsylvania Air Conditioning repair technician
1989-2004	GM Certified gas/diesel auto/truck repair technician
1989-2010	Pennsylvania State inspection licenses
1989-2009	Pennsylvania Emission licenses
2001-2008	Ebay Motors On Line Auction purchaser and seller/Purple Star Award

1992-2009	Licensed real estate property lessor in Pennsylvania
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CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Law Division – Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE <input checked="" type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
		CHG/CK NO	2029
		AMOUNT	200
		OVERPAYMENT	
		BATCH NUMBER	6732 50308
ATTORNEY/PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE	
Robert M. Silverman, Esq.	(856) 429-8334	Camden County	
FIRM NAME (if applicable)	DOCKET NUMBER (When available)		
Kimmel & Silverman, P.C.	L 2778-08		
OFFICE ADDRESS	DOCUMENT TYPE		
Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003	Complaint		
		JURY DEMAND	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PARTY (e.g. John Doe, Plaintiff)	CAPTION		
Mr. Ashraf Elgohary, Plaintiff	Ashraf Elgohary v. General Motors Corporation		
CASE TYPE NUMBER (See reverse side for listing)	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
512 – Lemon Law	IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53a-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT		
RELATED CASES PENDING?	IF YES, LIST DOCKET NUMBERS		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)?	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
A. DO PARTIES HAVE A CURRENT PAST OR RECURRENT RELATIONSHIP?	IF YES, IS THAT RELATIONSHIP?		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> EMPLOYER – EMPLOYEE <input type="checkbox"/> FRIEND / NEIGHBOR <input type="checkbox"/> OTHER (explain) _____		
	<input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS _____		
B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
<div style="border: 2px solid black; padding: 10px; text-align: center;">FILED MAY 23 2008 SUPERIOR COURT OF NEW JERSEY COUNTY OF CAMDEN</div>			
 DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT?	IF YES, PLEASE IDENTIFY _____		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
WILL AN INTERPRETER BE NEEDED?	IF YES, FOR WHAT LANGUAGE _____		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
ATTORNEY SIGNATURE _____			

SIDE 2



**CIVIL CASE INFORMATION STATEMENT
(CIS)**

Use for initial pleadings (not motions) under Rule 4.5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side)

Track 1 — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track 2 — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE — PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE — PROPERTY DAMAGE
- 699 TORT — OTHER

Track 3 — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL / ENVIRONMENTAL COVERAGE LITIGATION
- 302 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PEROGATIVE WRITS

Mass Tort (Track IV)

- | | |
|---------------------------------------|-----------------------|
| 241 TOBACCO | 275 ORTHO EVRA |
| 248 CIBA GEIGY | 276 DEPO-PROVERA |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 277 MAHWAH TOXIC DUMP |
| 271 ACCUTANE | 278 ZOMETAVAREDA |
| 272 BEXTRA / CELEBREX | 601 ASBESTOS |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 619 VIOXX |

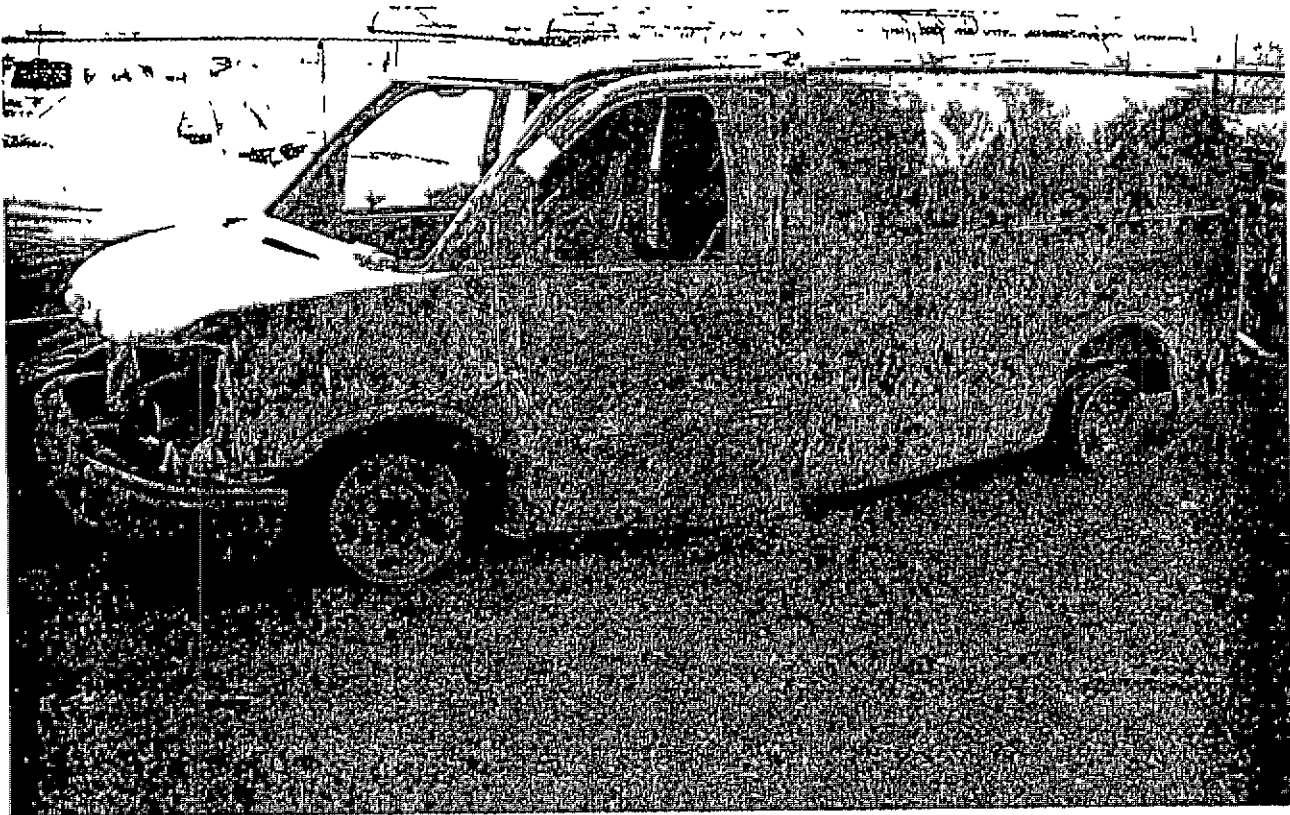
If you believe this case requires another track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics "

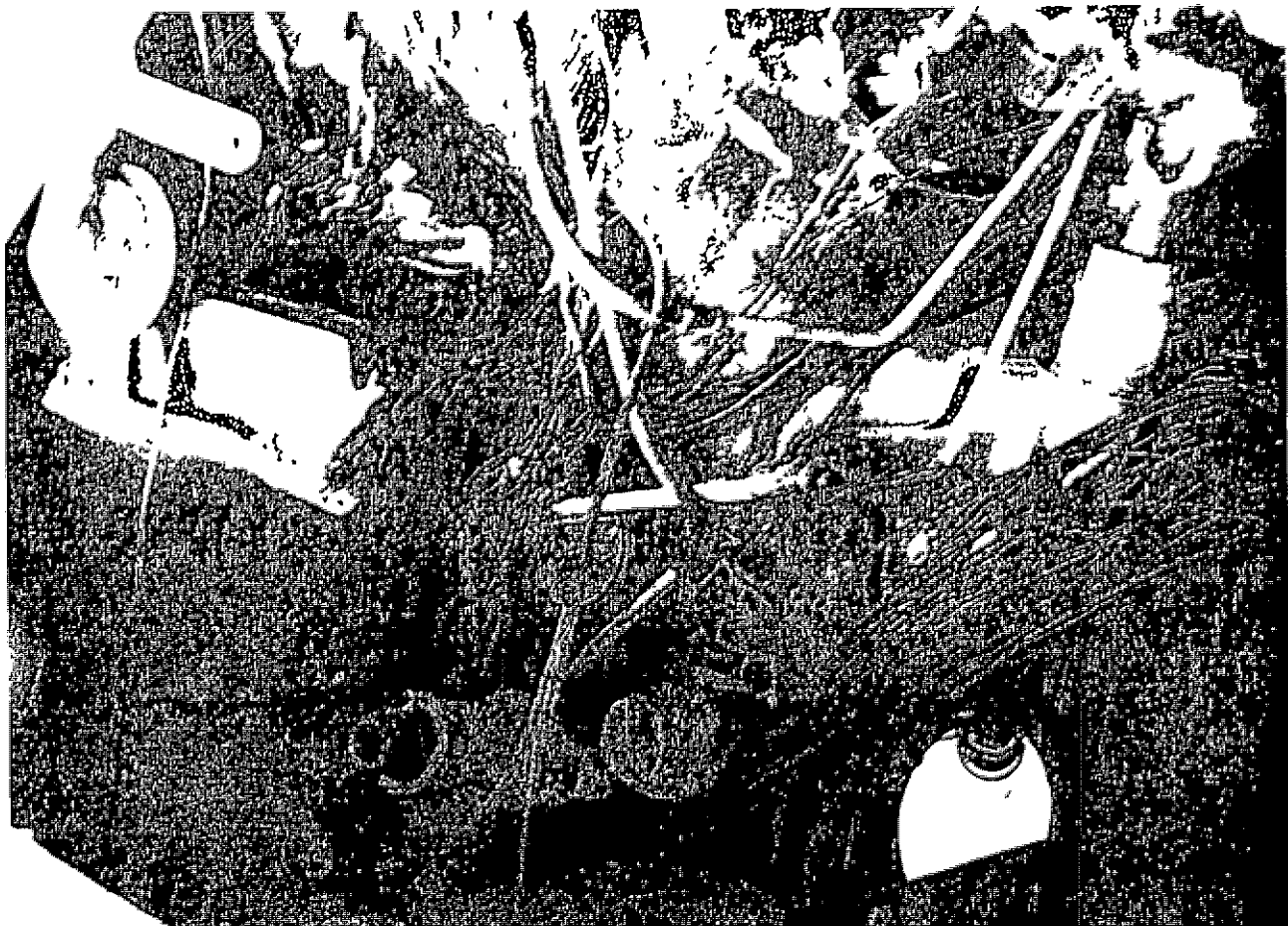
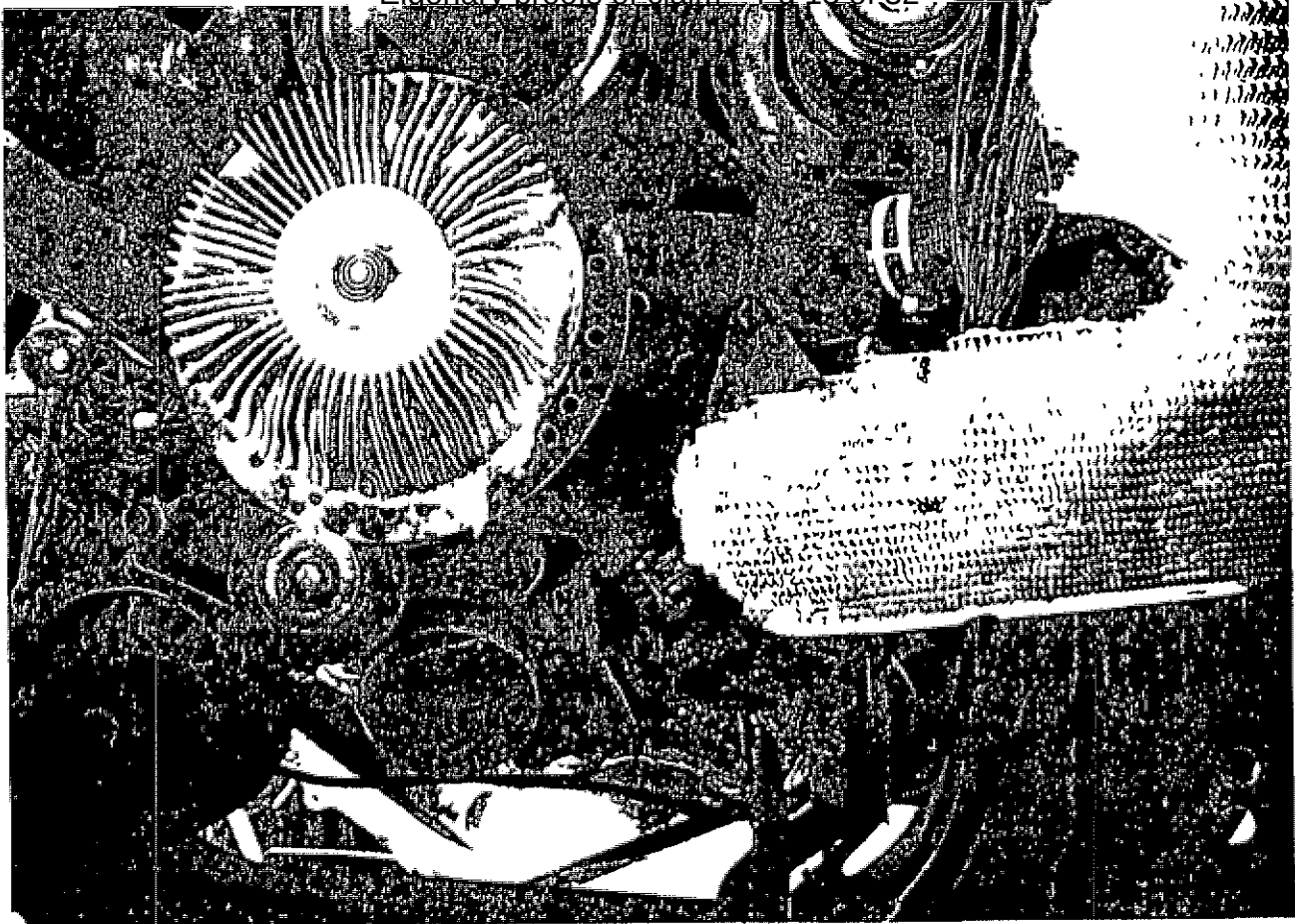
Please check off each applicable category

☐ Verbal Threshold

☐ Putative Class Action

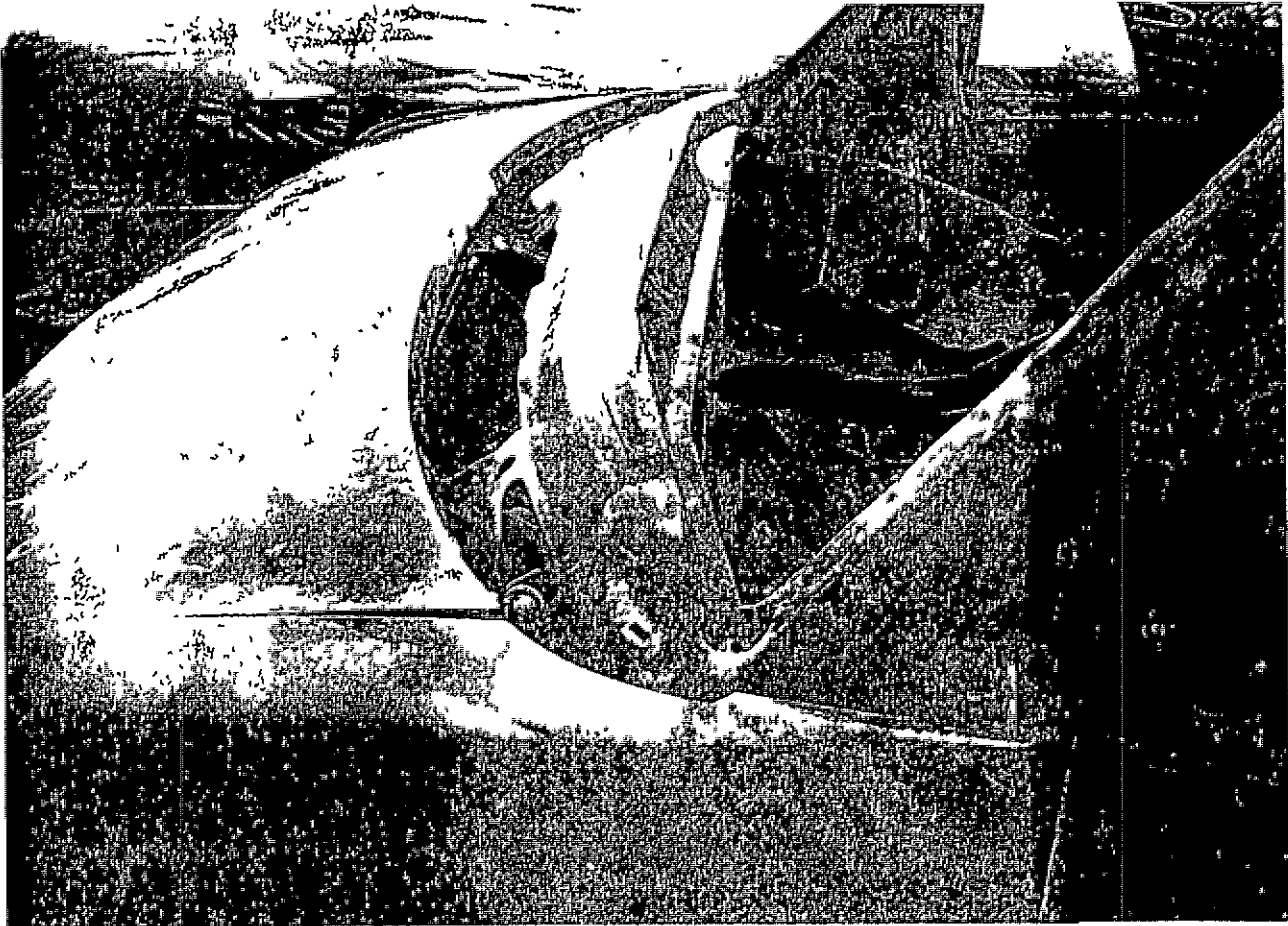
☐ Title 59











B 10 (Official Form 10) (12/08)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor Motors Liquidation Company (f/k/a General Motors Corporation)		Case Number 09-50026
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Name and address where notices should be sent Ashraf Elghary c/o Kimmel & Silverman, P.C. 30 E. Butler Ave. Ambler, PA 19002		Court Claim Number _____ (If known)
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If all or part of your claim is secured, complete item 4 below, however, if all of your claim is unsecured, do not complete item 4.		Specify the priority of the claim.
If all or part of your claim is entitled to priority, complete item 5.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
2. Basis for Claim: <u>Products Liability</u> (See instruction #2 on reverse side)		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
3. Last four digits of any number by which creditor identifies debtor: <u>n/a</u>		<input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side)		<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
4. Secured Claim (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.		<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)()
Nature of property or right of setoff <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other		Amount entitled to priority: \$ _____
Describe _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Value of Property \$ _____ Annual Interest Rate _____ %		
Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____ Basis for perfection _____		
Amount of Secured Claim \$ _____ Amount Unsecured: \$ _____		
6. Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)		
DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING		
If the documents are not available, please explain _____		
Date <u>11/20/12</u>	Signature The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
Amy L. Bennecoff, Esq., attorney for Ashraf Elghary		

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571

Motor Vehicle

Retail Order

☐ New ☒ Used

☐ Demo

☐ Rents DEAL # 207024

Superior Chevrolet

200 Renaissance Blvd Lawrenceville, NJ 08648 superiorchevyonline.com
Phone (609) 323-2200 or (800) 923-3680 Fax (609) 219-0221

CUSTOMER NAME: ELGOHARY DATE: 07/06/07 STOCK NO: P193

ADDRESS: 6502 HUNTERS GLEN DR PLAINSBORO NJ 08536

HOME PHONE: (609) 792-0111 WORK PHONE: 799-7051 FAX: (609) 799-7051

ENTER ORDER FOR: 2007 CHEVROLET EXPRESS SALES REP: PICCARI, ANTHONY

MODEL: EXPRESS BODY TYPE: COLOR: WHITE MILES: 1453 SERIAL NO: 1GCGG25V371117652

INTERIOR TRIM COLOR: Prior to Delivery of the vehicle listed above, customer shall elect one of the following and so advise dealership:

☐ Cash Purchase ☐ Finance Purchase ☐ Lease

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS ORDER.

IF A LEASE, COMPLETE DISCLOSURE OF ALL LEASE TERMS AND CONDITIONS IS CONTAINED ON A SEPARATE LEASE CONTRACT.

TO BE DELIVERED ON OR ABOUT: Price of Unit: 2000.00

Additional Equipment (options): SERVICE CONTRACT: 1750.00

IF A SMART BUY OR A SMART LEASE, THE FOLLOWING APPLY:

MONTHLY PAYMENT AMOUNT \$: TERM MONTHS: MILEAGE PER YEAR: CASH DUE AT DELIVERY \$:

IF A SMART BUY, THE FOLLOWING APPLY:

TOTAL PRICE OF VEHICLE: 18750.00

Less Trade-In Allowance: 197.00

Personalization Package: 1750.00

TOTAL TAXABLE AMOUNT: 1912.50

State Sales Tax (7.125%): 136.41

Motor Vehicle Title Fee: 7.50

NJ Supplemental Tiling Fee: 339.00

Registration (Title Fee, Estimated): 189.00

Documentary Fee: 189.00

NET PAY-OFF ON TRADE-IN: 20598.00

Customer Incentive: 2000.00

TOTAL: 18598.00

Deposit: 2000.00

BALANCE IN CASH/CERTIFIED CHECK OR OTHER ACCEPTABLE FORM OF PAYMENT TO BE PAID TO DEALER ON DELIVERY: 18598.00

BALANCE DUE ON DELIVERY: 18598.00

IF A NEW VEHICLE SALE OR LEASE

The only warranties applying to this vehicle are those offered by the manufacturer. Dealer sells/leases this vehicle "as is" and hereby disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability" based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks. The manufacturer's warranty is not affected by this disclaimer of warranties by dealer.

IF USED VEHICLE SALE OR LEASE-CHECK APPROPRIATE BOX

☐ This vehicle is sold/leased "as is" and dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Any liability of dealer with respect to defects or malfunctions of this vehicle including, without limitation, those which pertain to performance or safety, (whether by way of "strict liability" based upon dealer's negligence, or otherwise), is expressly excluded and customer hereby assumes any such risks.

☐ The only dealer warranty on this vehicle is the limited warranty which is issued with and made a part of this order form.

ALL USED VEHICLE SALES DEALER'S OBLIGATION

The laws of New Jersey require Motor Vehicle Dealers to make all necessary repairs, without charge, or return the full purchase price (if a sale) to the customer in the event a used vehicle sold and intended to be registered in this State fails to meet State Inspection Standards for the issuance of a certificate of approval due to a defect that is not the result of the customer's own act. The undersigned, before entering into this contract, has been informed of dealer's obligation above and agrees to have the used vehicle inspected within 14 days from the issuance of the permanent registration for such vehicle.

07 06 2007

WAIVER OF DEALER'S OBLIGATION (USED VEHICLE SALE)

I, the undersigned, hereby acknowledge and release the dealer's obligation to make repairs without charge or return the full purchase price (if a sale) if the vehicle fails to meet State Inspection Standards for the issuance of a certificate of approval unless the cause for the vehicle's rejection is a defect which is "covered" by New Jersey's Used Car Lemon Law, N.J.A.C. 17:27, P.L. 1995, Chpt. 373.

07 06 2007

TRADE-IN DESCRIPTION AND ALLOWANCE

Year: Make: Model: Mileage: 07/06/07

Serial No.: Trade-In Value: Less Balance Owed: Net Trade-In Allowance: Balance Owed to: Address: Account No: Info From: Good Thru: Customer certifies that the frame on the trade-in vehicle has never sustained any damage or been repaired. All airbags are of original equipment and have never been deployed. Also, that the vehicle has never been in a flood or had the emission control system tampered with or altered. Customer certifies the above mileage of trade-in vehicle is accurate.

07 06 2007

X Customer's Signature Date

AGREEMENT TO ARBITRATE ANY CLAIMS. READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY, IT LIMITS YOUR RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION.

The parties to this agreement agree to arbitrate any claim, dispute, or controversy (including all monetary claims and any state or federal claims, that may arise out of or relating to the sale or lease listed in this agreement). By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available remedies, such as a court action or arbitration proceeding, to settle their dispute. Chevrolet Fleet, Used Car Lemon Law, and Trade-In Allowance claims are not those examples of the various types of claims subject to arbitration under this agreement. The parties also agree to (1) waive any right to pursue any claims arising under this agreement including statutory state or federal claims, as a class action arbitration, or (2) to bring an arbitration matter to the American Arbitration Association (AAA) or other arbitration institution, subject to the rules of the American Arbitration Association (AAA) or other arbitration institution. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or other arbitration institution. Each party shall bear its own costs of arbitration, hearing, or other fees, subject to reimbursement by decisions of the arbitrator. Each party shall be bound by the decision of the arbitrator.

Robert Ruch
Certified ASE Master Technician
Automotive Consultant

October 8, 2008

Robert Silverman
Kimmel and Silverman P.C

Re: Vehicle Case Report
Ashraf Elgohary v GM

Vehicle:
2007 CHEVROLET EXPRESS G2500
1GCGG25V371117652
CARGO VAN 4 8L V8 MPI
REAR WHEEL DRIVE

Mr Silverman,

I have reviewed purchase contracts, photos, Carfax, warranty information, and investigative Police report regarding this vehicle. After carefully reviewing the service records, and summarizing the available information, I have concluded the vehicle was delivered pre owned and under the balance of the 3/36 GM warranty. It shortly after went into a major heat event and was a total loss.

Background:

07/06/07 at 11,453

Vehicle purchased pre owned from Superior Chevrolet. The total vehicle price including tax less finance is \$20,598.00.

08/11/07 (Sign Art)

Van decal multi colors and logo two sides and back

08/15/07-11,878 miles (Oil Well)

Perform routine maintenance

09/28/07-15,087 miles

Perform routine maintenance

10/30/07-18,148 miles

Perform routine maintenance

01/02/2008

The vehicle was operating fine and while driving smoke began entering the vehicle through the dashboard. Vehicle subsequently caught on fire and quickly became entirely engulfed into flames. Mommoth county fire department responded and fire marshal responded. The vehicle fire at that point was extinguished

*Taken from police report along with client interview

04/25/08 at 21,000 miles

Vehicle noted salvage / Total loss

Conclusions/Opinions:

This vehicle was purchased new and operated normally until on 01/02/2008. Based on my review of the documents at this point the vehicle began having conditions of smoke from the driver instrument cluster. The vehicle quickly went up into flames. After speaking to the owner/driver and examining the numerous detailed photos of the vehicle it is my opinion this vehicle malfunctioned in the left front area under the hood, quickly went into major heat event and became total loss.

Based on my careful review of the color photos taken of the vehicle the vehicle ignited and went into a heat event. Highest amount of heat was in the left front. I also noted the vehicle was used as commercial vehicle for the installation and repair of garage doors. The owner reported no aftermarket parts on the vehicle relating to the wiring or electrical system in this area. I also after looking at the numerous photos did not see any aftermarket parts or alterations on this vehicle that would be associated with a heat event/fire as this.

In sum the vehicle was a total loss due to a major heat event that started while the vehicle was being operated in normal manner. The vehicle was not reported to have any symptoms of this prior to this major heat event that would give warning this would have occurred. The only time this vehicle was even in the shop was when it had oil changes. After looking at this type, time, mileage, and location of fire I would rule out the oil changes as having any influence or bearing on the heat event. Therefore I can only conclude the vehicle had a malfunction in this left front area underhood area that would have been a covered warrantable part (workmanship and/or material). This system was that which caused the vehicle heat event was the catalyst resulting in the loss.

Due to the major heat event the vehicle was a clearly a total loss and repairs would certainly far exceeded total purchase price of the truck and therefore it was considered a total loss

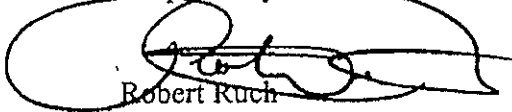
The total purchase price less tax and finance was noted as \$20,598 00. In my opinion this vehicle heat event was not due to any causes of the driver and therefore should not have caused him to have the 100% loss of the vehicle.

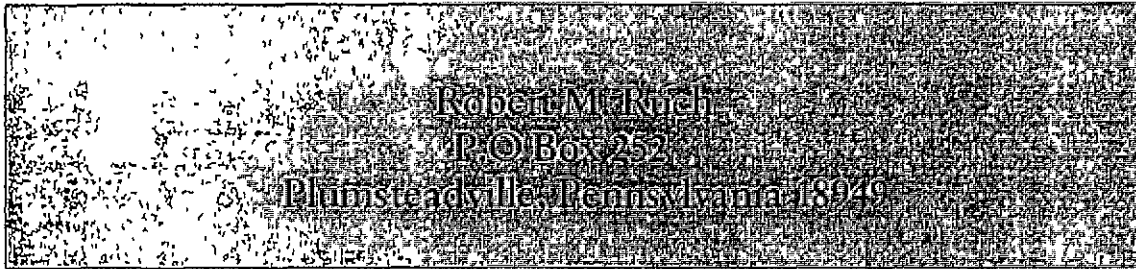
The measure of damages in this case calculated is the difference in value at the time and place of acceptance between the product as warranted and the product as received. The diminution (difference) in value of this vehicle, as warranted and as delivered is equal to no less than 100% or a full refund of purchase price.

I render this opinion to a reasonable degree of certainty based on my many years of extensive new vehicle dealer auto truck repair experience, certified electrical diagnosis, ASE Master Technician, certified L1 advanced engine performance specialist, and experience buying, selling, appraising, and trading in over 7,700 vehicles for new and used vehicle dealers I am also a certified professional vehicle damage estimator

I reserve the right to supplement and amend my report based on any other additional information or repair invoices that becomes available.

Respectfully submitted,


Robert Kuch



EXPERIENCE

March 1988- March 2003

Southampton, PA

John Kennedy Auto Group Chevrolet, Geo, Ford

GM Certified Technician-ASE Master Technician

- ☐ Responsible for overseeing, performing, invoicing New Car Warranty Repairs for 15 years
- ☐ Inspected used cars (Foreign and Domestic) for trade in order to determine value and/or potential profit margin for dealership both wholesale and retail
- ☐ Responsible for managing Used Car Department (Foreign and Domestic), included technical diagnosis, job pricing, body repair pricing, overall retail sales procedures
- ☐ Wrote and invoiced warranty repair orders / Auction vehicle checkout
- ☐ Repairing and restoring used vehicles for retail sales and wholesale
- ☐ Responsible for in house as well as sublet repairs including diagnosis and repair of water leaks, Diesel engine repairs, and transmission rebuilding/replacement
- ☐ Determined vehicle history and capable to repair vehicles per warranty standards
- ☐ Worked Warranty flat rate pay system
- ☐ Estimated warranty repairs (repair vs. replacement)
- ☐ Acted as a liaison for new/used dealer sales for Values on Used Vehicle Trade in on more than 10 vehicles a week for 14 years (over 7,000 vehicles)

March 2003- August 2003

Doylestown, PA

Fred Beans Auto Group Cadillac, Pontiac, GMC, Buick

GM Certified Technician-ASE Master Technician

- ☐ Responsible for overseeing, performing, invoicing New Car Warranty/Cash Repairs
- ☐ Responsible for managing Used Car Department, included technical diagnosis, job pricing, and overall retail sales procedures
- ☐ Responsible for providing structuring Estimates, Appraisals on Vehicles, Buy backs, and GM factory TSBs, recalls, and updates on product line.
- ☐ Master ASE Technician, responsible for a full range of car and truck repairs under flat rate system
- ☐ Inspected used cars (Foreign and Domestic) for trade in order to determine value and/or potential profit margin for dealership both wholesale and retail

1993 - 2003

C&W Auto - Used Vehicle Sales

Hatboro, PA

Responsible for Pa. Dealer license for Buying, Selling and Appraising Used Vehicles, including Motorcycles, off road motorcycle equipment, and related pleasure-craft. In depth knowledge of buying and resale of used vehicles in regards to season, trends, and market changes. Bought, Sold, and Appraised more than 750 vehicles for C&W vehicle sales

1999 - Present

Dennis Roggio - Used Vehicle Sales

Huntingdon Valley, PA

Vehicle evaluator for Buying, Selling and Appraising Used Vehicles, including Motorcycles, off road motorcycle equipment, and related pleasure-craft. In depth knowledge of buying and resale of used vehicles in regards to season, trends, and market changes. Bought, Sold, and Appraised more than 265 vehicles for Roggio vehicle sales

August 2003 - Present

Automotive Expert, Investigator, and Vehicle Appraiser

- ☐ Review dealership and vehicle records involving the Sales, Finance, repairs process
- ☐ Assist attorneys at Kimmel & Silverman, insurance company adjusters, and other law firms by investigating, inspecting, evaluating cases for Warranty coverage, Breach of Warranty, Unfair Trade, Lemon Law, and Dealer Fraud Cases/ Provide testimony at Arbitrations, Trials, and Depositions, Issue reports on my findings including diminution in value

- ☐ Admitted to testify in an expert witness capacity by courts in automobile, truck, and motorcycle (pleasure craft) industry cases. This included State and Federal courts in Pennsylvania, New Jersey Superior Court, Massachusetts Superior Court, and Delaware Superior Court Maryland District Court and Maryland Circuit Court

EDUCATION

1988	Penn State University <ul style="list-style-type: none"><input type="checkbox"/> Mechanical Engineering
1990	Bucks County Community College <ul style="list-style-type: none"><input type="checkbox"/> Criminal Justice/Business Management
2006	Penn Foster College


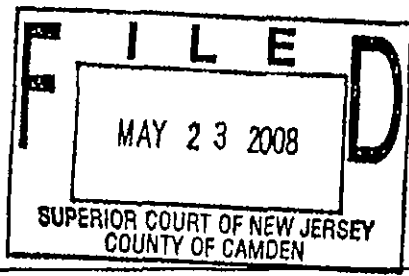
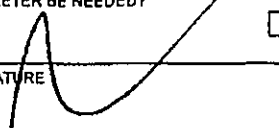
INTERESTS

Collecting, restoring, and racing Classic Automobiles, including Corvettes, Chrysler (Mopar), and Fords in the last 23 years, I have successfully fully restored 30 Antique Classic Cars I also have owned, repaired, evaluated, and sold more than 58 motorcycles (Foreign & Domestic) not for litigation purpose

CERTIFICATIONS

1994 -2009	National Institute for Automotive Service Excellence Certified Master ASE Technician. ASE Mater Testing includes: Engine Repair/Engine Performance Electrical/Electronic Systems/Brakes/Heating and Air Conditioning, Suspension and Steering/Manual Drive Train and Axles Automatic Transmissions. ID # KY1KR7RM7
1997- 2009	ASE Master Advanced L1 certified in electronics and emissions
2006-2008	Society of Automotive Engineers (SAE) ID # 6121226327
2008	Senior Project Mentor for Auto Repair and Sales/Germantown Academy
2005	Certified Professional Vehicle Estimator/ Vale National Training Center
2006	Motorcycle Repair Technician/Penn Foster College
2005	Certified in the Motorcycle information and Safety Rider Course
1993- 2003	Auction Purchaser, Appraiser, and Seller for C&W used vehicles
2004	GM certified on body structure and frame repair procedures
2003	GM vehicle Vibration Correction courses
2002	TECH 2 Electronics diagnosis (GMCT/Medium Duty Truck) course
2001	Certified in Allison and GM Automatic Transmissions repair procedures
2001	Certified in ZF Manual Transmission repair procedures
2000	Certified in Medium Duty Truck diagnostics and repair
1989- 1999	GM STG Service Technology Group Training Center, completed testing
1996- 2003	Certified in GM Used Car Program (Foreign and Domestic)
1997	GM Certified Corvette Engine Mechanical/GEN III
1997- 2009	Pennsylvania Notary/Member of the PA Association of Notaries
1999	Certified in GM Theft Deterrent Systems
1999	Certified Chevrolet Pass Key/Passlock Security System Systems
1999	Electronics Strategy Based Diagnosis course
1998	GM Automatic 4 wheel/AWD Course
1997	General Motors Auto/Light truck Anti Lock Brake Course
1996	GM Auto/Light truck SIR vehicle inflatable restraint system Course
1996	GM Specialized Electronics Training (SET)
1993	Certified GM V8 engine Mechanical Course
1993	Received GM Advanced Electronics Award
1990	Certified Pennsylvania Air Conditioning repair technician
1989-2004	GM Certified gas/diesel auto/truck repair technician
1989-2010	Pennsylvania State inspection licenses
1989-2009	Pennsylvania Emission licenses
2001-2008	Ebay Motors On Line Auction purchaser and seller/Purple Star Award

1992-2009	Licensed real estate property lessor in Pennsylvania
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CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERKS ONLY	
 <p>Use for initial Law Division – Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE <input checked="" type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
		CHG/CK NO	2029
		AMOUNT	200
		OVERPAYMENT	
		BATCH NUMBER	6732 58308
ATTORNEY/PRO SE NAME Robert M. Silverman, Esq.		TELEPHONE NUMBER (856) 429-8334	COUNTY OF VENUE Camden County
FIRM NAME (if applicable) Kimmel & Silverman, P.C.		DOCKET NUMBER (When available) L 2778-08	
OFFICE ADDRESS Executive Quarters 1930 E. Marlton Pike, Suite Q29 Cherry Hill, NJ 08003		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g. John Doe, Plaintiff) Mr. Asharf Elgohary, Plaintiff		CAPTION Asharf Elgohary v. General Motors Corporation	
CASE TYPE NUMBER (See reverse side for listing) 512 – Lemon Law	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53a-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER – EMPLOYEE <input type="checkbox"/> FRIEND / NEIGHBOR <input type="checkbox"/> OTHER (explain) _____ <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS _____	
B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
			
DO YOU OR YOUR CLIENT HAVE ANY NEEDS UNDER THE AMERICANS WITH DISABILITIES ACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, PLEASE IDENTIFY _____			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, FOR WHAT LANGUAGE _____			
ATTORNEY SIGNATURE 			

SIDE 2



**CIVIL CASE INFORMATION STATEMENT
(CIS)**

Use for initial pleadings (not motions) under Rule 4 5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side)

Track 1 — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

Track 2 — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE -- PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE -- PROPERTY DAMAGE
- 699 TORT -- OTHER

Track 3 — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV – Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL / ENVIRONMENTAL COVERAGE LITIGATION
- 302 MT LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 701 ACTIONS IN LIEU OF PEROGATIVE WRITS

Mass Tort (Track IV)

- | | |
|---------------------------------------|-----------------------|
| 241 TOBACCO | 275 ORTHO EVRA |
| 248 CIBA GEIGY | 276 DEPO-PROVERA |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 277 MAHWAH TOXIC DUMP |
| 271 ACCUTANE | 278 ZOMETHA/AREXIA |
| 272 BEXTRA / CELEBREX | 601 ASBESTOS |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 619 VIOXX |

If you believe this case requires another track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics "

Please check off each applicable category

☐ Verbal Threshold

☐ Putative Class Action

☐ Title 59

